

RFP 2001-03
Follow-Up Questions

The following questions represent those received after the the posting of the initial set of Questions and Answers.

Q. Is the Vendor correct in assuming that the contract does allow for the purchase of peripherals, such as zip drives, speakers, docking stations, etc. to be purchased with the systems and therefore the Vendor may offer these peripherals as part of the contract?

A. The Commonwealth has procedures for the purchase of items after the initial order from the contract is made. The agency would use whatever the normal procurement method is to obtain these additional items. This is not a parts contract, but is a contract to deliver complete systems.

Q. Will the Commonwealth of Virginia accept clarifications and/or exceptions to the Terms and Conditions or Specifications of this RFP?

A. No. Reference section 1.21 of the solicitation, which in part states that "Proposed Contract Section 7, entitled "Mandatory Terms an Conditions" lists Terms and Conditions that are considered Mandatory and will be included verbatim in an agreement executed by the Commonwealth of Virginia. FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RESULT IN THE VENDOR'S PROPOSAL BEING EXCLUDED FROM FURTHER CONSIDERATION. THE VENDOR SHOULD INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AS WRITTEN.

Q. In an effort to allow this Vendor the opportunity to provide the Commonwealth with a comprehensive response, will the Commonwealth please consider extending the due date by two weeks?

A. No.

Q. Would the Commonwealth accept a Vendor's approved GSA subcontracting plan for Small, Small Disadvantaged and Women-Owned Small Businesses to fulfill the requirements of "Participation by Small Businesses, and Businesses Owned by Women and Minorities?"

A. Only if it contains the same information as required by the solicitation.

Q. Will the Commonwealth allow the Vendor to offer installation services as part of this Contract?

A. You may offer these services. In section 1.25 h, the RFP states that one of the evaluation criteria will be “To the extent the Offeror exceeds the Mandatories and addresses the Desirables”.

Q. Are the technical responses to be point-by-point responses starting at Section 1 and including all sections except section 6?

A. You do not need to respond to Section 1 in a point-by-point manner. We have posted a Word document that you may use to assist in your response. Please refer to our website: <http://asd.state.va.us>

Q. Page 3, Item 12 (Terms and Conditions) Paragraph b, last sentence states: “If principles of governmental or public law are involved, the Commonwealth may, at its option, participate in defense of the suit”. Who is responsible for the legal fees?

A. There is no one answer to this question. Circumstances of the specific suit would be addressed with the Term and Conditions or as specified by the court action as a remedy or general practice.

Q. Appendix G breaks down the Commonwealth of Virginia PC Sales into desktops, workstations, notebooks and servers. We have not been able to obtain this information at the granular level, as yet. However we are able to break it into categories of education, state government and local government. Would the Commonwealth consider this acceptable?

A. All we require is the total Virginia government sales and locality sales. You do not need to break it down into PC type.

Q. Does the State consider storage devices such as (Zip drives and Tape drives) as valid options for this contract?

A. Only if offered with the systems.

Q. Can you clarify what you are looking for in terms of sales to Virginia? Is it our sales (as a reseller) or the brand’s sales?

A. It is the brand’s sales. You do not need to break it down by type (i.e. notebooks, servers, etc.).

Q. Do we submit a proposal using the original or the amended document?

A. Submit your proposal using the amended document.

Q. In reference to section 1.19, Utilization of Minority and Small Women-Owned Businesses: Can the awarded vendor name fulfilling Dealers as agents that can sell on behalf of the Prime Vendor as an authorized dealer? Under this arrangement

the Prime Vendor would hold the contract, but allow authorized dealers to take orders and fulfill.

A. No.

Q. Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women and Minorities:

The Contractor is requesting to incorporate its Federal program to meet the Commonwealth's requirement for this program and submit during the contract's performance the reports submitted to the Federal Government. Would this be acceptable to the Commonwealth?

A. Only if it contains the same information as required in the solicitation.

Q. Mandatory Terms and Conditions, Item #36, Most Favored Customer Price Protection: Does this pertain to the Commonwealth of Virginia eligible end user(s) within the Commonwealth's geographic boundaries? Also, does this price protection clause apply to the OEM (manufacturer) operating solely as a supplier to Contractor's Authorized Reseller(s) within the State?

A. This pertains to all eligible end users. This clause applies to the parties bound by the Contract.

Q. Contractor does not own the operating Microsoft Software and is only licensing the software through Microsoft. The Contractor can only provide and grant the Commonwealth the rights licensed to it by Microsoft. Contractor assumes all its OEM competitors are treated essentially the same relative to license rights-can the Commonwealth live with what Microsoft grants generally to its OEM's?

A. Reference: paragraph 53 of the Mandatory Terms and Conditions, entitled Licensed Software: "The Contractor represents and warrants that it is the sole owner of each software Product or, if not the owner, has received all proper authorization from the owner to license each software Product, and has the full right and power to grant the rights contained in this Agreement....." The Commonwealth desires products and services that meet the specifications and conditions of the solicitation.

Q. Contractor's standard practices to not allow for price decreases after the time of order entry. The solicitation specifies the lower price of (a) date of order versus (b) invoice date. Contractor's internal MRP systems automatically generate an invoice at the time of product shipment; however, the pricing on the invoice is keyed at the time of order entry. Is this acceptable to the Commonwealth?

A. No

Q. Does the State already have a contract in place for the required items on this RFP? If so, what are the most favorable brands?

A. The State does currently have contracts, however they are due to expire in the near future. There are no favored brands.

Q. What is the value of this contract?

A. The value is uncertain.

Q. On page 16 under Pricing, what do you mean by “pricing will contain the IFA adjustment? Is this something for the vendor to consider?

A. Section 62 of the attached Terms and Conditions explains the IFA in detail. Yes, the vendor must consider and comply with the provisions of the IFA.

Q. Could the RFP be extended further?

A. The Commonwealth does not intend to extend the due date at this time.

Q. Is it acceptable if the financial statements are not audited?

A. The requirement is for audited financial statements.

Q. Is it required for the contractor to accept American Express as a form of payment?

A. Yes. The Commonwealth has a provision for purchases of under \$5,000 to be paid via American Express.

Q. Is integrated 16 bit sound acceptable rather than utilizing a separate card?

A. That would be acceptable.

Q. Is an integrated 10/100 Ethernet connection acceptable, rather than utilizing a separate card?

A. That would be acceptable.

Q. What is the difference between a “Delivery Order” and a “Purchase Order” under Section 31 of the Terms and Conditions?

A. A Delivery Order requires all parties to the Contract execute the order.

Q. In addition to manufacturer agents, will the Commonwealth allow the manufacturers to hold this contract and allow manufacturer selected resellers to

sell, invoice and collect payments (reseller invoicing under the name c/o “manufacturer) from the Commonwealth? The manufacturer would be responsible for maintaining a central web site, establishing and maintaining a price book, warranty and service compliance and quarterly reporting. Is this acceptable?

A. No. However, the manufacturer may designate one reseller to provide the services.

Q. In relation to the above question, does the selected reseller need to be registered with the Commonwealth for bidding purposes?

A. The Prime Contractor must be registered.

Q. Will the Commonwealth please provide the evaluation weights for each of the criteria in Section 1.25?

A. The weights will be available on the RFP due date.

Q. Would the Commonwealth consider credit in the evaluation process for considerable sales into another state government in lieu of sales in Virginia?

A. No.

Q. The Manufacturer has two additional product lines, which do not meet the exact specifications of the Premium Categories. Would the Commonwealth consider allowing the Manufacturer to provide its entire product lines upon award? Does “product line” equal “model line”?

A. No, the award will be only for the line proposed. However, the customer would be able to order varied configurations from that line. “Product line” does equal “Model line”.

Q. It is the Vendor’s understanding that “Sales” or “Promotion” pricing must be extended to all parties purchasing the sale volume of products, but the Vendor would not be responsible for extending this pricing to entities buying lesser quantities. Is this correct?

A. “Sales” are considered to be temporary reductions in price offered to all Commonwealth customers equally, and are not based on volume of purchase.

Q. It is the Vendor’s assumption that the warranties detailed are minimum warranties, and therefore, it is acceptable if the Vendor offers on-site service as a standard, and the Vendor would receive more points during the evaluation. Is this a correct assumption?

A. For categories where “on-site” is not required, the Vendor may receive more points for exceeding mandatory requirements, per Section 1.25.h

Q. In order to allow Vendors to offer the latest technology for workstations, would the Commonwealth consider deleting the requirement for Windows 98 and requiring only Windows 2000?

A. No.

Q. For the Commonwealth to receive the best price advantage, would the Commonwealth consider changing the minimum cache requirement from 512k Level 2 to 256k Level2?

A. No. This requirement is only for servers.

Q. If the Commonwealth participates in a suit and settles the suit without the Contractor's agreement, must the Contractor still indemnify the Commonwealth?

A. The question is unclear. The suit would not be settled without the consent of all participating parties, or some mutual agreement between the aggregate parties on the same side. Notwithstanding any remedy, court action or other, as a result of the suit or any suit, yes, the Contractor would indemnify the Commonwealth.

Q. Item 39 provides that if latent defects are found during "the term of this agreement," the Contractor must repair or replace the equipment. Does the phrase "term of this Agreement" mean the base year plus the options that are exercised, or does it mean that each year constitutes the "term of this agreement"?

A. Term is defined in the Contract, as the initial term, which is the first year after award plus any renewal periods.

Q. Would the Commonwealth consider changing the "term of this Agreement" clause to reflect each product's warranty period? If the Commonwealth determines that the phrase covers the entire contract period, with options (four years), it could claim that a computer failed due to a latent defect after the warranty has expired.

A. The Commonwealth's solicitation represents the requirements of the end users. The Term of the Agreement will not be changed for this solicitation.

Q. Does the Commonwealth include the warranty period as part of "current maintenance"?

A. There is no "maintenance", only warranty. See the amended RFP.

Q. If "current maintenance" includes the warranty period, how does the Commonwealth apply Item 51 for downtime during the warranty period when there is no monthly maintenance charge?

A. There is no “maintenance”, only warranty.

Q. Who are eligible “Universal Service Fund Participants”?

A. An explanation can be found at http://www.fcc.gov/ccb/universal_service/welcome.html.

Q. May the response time to this RFP be extended to January 1, 2001?

A. The Commonwealth is not considering extending the response period at this time.

Q. Appendix D. The vendor requests that the video RAM requirement be reduced from 4MB to 2MB, as this will adequately meet the performance requirements of most server console consoles.

A. The requirement remains as stated. A video card may be added if necessary.

Q. Clarification of the number of available PCI slots. If the number of available PCI slots is in addition to the internal modem, the vendor requests a reduction from three to two available PCI slots.

A. Where the specifications indicate 3 available PCI slots, that requirement is *before* configuration.

Q. The vendor requests that the USB port requirement be removed for Appendix “D”.

A. That is acceptable. A USB port will not be required for Premium Servers. See Amendment 2.

Q. The vendor requests that the requirement for between five and twelve hot plug slots be changed to between four and twelve in Appendix “D”.

A. That is acceptable, See Amendment 2..

Q. The vendor requests that the relative weighting of each criteria be clearly defined and conveyed.

A. The criteria will be available on the proposal due date.

Q. Section 28, Non-Visual Access to Technology: Paragraph 2 states “Compliance with the foregoing non-visual access standards shall not be required if the head of the agency, institution or political subdivision determines that (i)the Technology is not available with non-visual access because the essential elements of the Technology are visual” and (ii) “non-visual equivalence is not available”. Ahs the

head of the Agency made this determination regarding this proposal? Will this determination be made prior to the submission of bids?

A. The Head of the Agency overseeing this procurement has no determination to make. The Head of the Agency utilizing the resultant Contract could or may, make any determination within the parameters identified in the clause. This is no determination to be made, by any Agency Head prior to the submission of this bid.

Q. Can you issue a clarification to this clause as to the intent?

A. The intent of this clause is to provide visually impaired people with the same access as anyone else. The Clause is as you note, statutory and may be considered for each individual order in part, as the clause allows.

Q.Paragraph 3 of the same section states: “Installation of hardware, software or peripheral devices used for non-visual access is not required when the technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems(including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of non-visual access software and peripheral devices”.

Please provide the status of employees regarding visual impairments. Does this provision reflect only current employees at this time, or will the vendor be subject to requirements if additional employees are hired?

A. The question is unclear as to “status of employees regarding visual impairments”. The intent of the solicitation is to allow all Customers, identified in the solicitation as Agencies, Institutions, and other public bodies as defined in Section 11-37 of the Virginia Public Procurement Act (VPPA), access to the products and services offered by the Contractor for the Term of the Agreement. It is impossible for DIT to identify the status for all the above named Customers. All Terms and Conditions are enforced for the life of the Contract, to include the initial Term and any renewals.

Q. We are division of a privately held company. Can we provide a copy of audited financial statements of the parent company? Could you clarify the term “other indicators of financial stability?”

A. Yes, that is acceptable. “Other indicators” include Dun & Bradstreet, etc..

Q. In Desirables, the State asks “training to the Commonwealth’s employees of diagnostic tools and troubleshooting tips for the systems purchased”. Does this refer to end-user training on desktop software, low-level hardware troubleshooting/diagnostics, system engineer/help, desktop troubleshooting, or both?

A. The reference is not for desktop application training. It is for low-level training on diagnostic tools available for the hardware and the operating system software.

Q. In clause #61 Contractor's Report of Sales, does this clause allow the vendors to determine that those orders/sales which have not yet been accepted and paid for may not be included?

A. Yes.

Q. Clauses #54,56,58,59 and possible #57 within the Terms and Conditions which deal with software licenses and under the RF requires the vendor to provide the Microsoft operating system are not reasonable terms to such a hardware bid. Clause #54 conflicts with the wording of "perpetual license" within the bid requirements. Was this clause left in by mistake? Neither the resellers nor brand manufacturers can truly warrant Microsoft's products. Resellers and Manufacturers do not set the prices for upgrades and how they are provided to the Commonwealth. This is determined by Microsoft. We ask that these clauses either be eliminated or amended to reflect the responsibility to be on Microsoft and not upon the vendors.

A. Clause #54 was not left in by mistake. All responsibility for the Contract can only be burdened by the parties to the Contract. The Commonwealth and the Contractor, prime Contractor, will be the only parties to the Contract.

Q. Several places in the RFP mention performance. Please define performance as it relates to this RFP. We are concerned with section 4.8 Return of system. Does the Commonwealth have the right beyond the period of acceptance to return the system for "failure of performance", or is this section only for the time period prior to acceptance? We envision that due to new software, use of the system, etc., a state entity could say the system is not performing. What time limitations are there upon the Commonwealth so that a vendor is not requested to return a system 1 year 3 of use?

A. Reference: paragraph 43 entitled Required Performance Level; "To qualify for acceptance, all Equipment must concurrently perform in accordance with the technical specification and". As this paragraph states, this performance criteria has to be met prior to acceptance. Subsequent to acceptance, failed Equipment would be considered under warranty or other as delineated. All warranty provisions are as stated in the solicitation; assuming the Equipment is covered under warranty, then the Contractor's responsibilities are as delineated in section entitled Warranty of Equipment and others.

Q. In clause #40 Inspection/Latent Defects, we ask that the paragraph be removed. We do not think that nay manufacturer can warrant against latent defects. An example was the problem several years ago when Intel processors needed a "fix". Intel was the manufacturer of the "latent defect", and yet other manufacturers were

affected. In the environment of PC's , where there are many parts made by a few true manufacturers, it is difficult to warrant against latent defects. The Commonwealth's language for warranty gives provisions whereby the Commonwealth can obtain remedies to problems/defects.

A. The subject paragraph will remain in the solicitation

Q. In Section 4.3 System Software, the Commonwealth has struck the language on the perpetual license. However, the same related language still exists in the Terms and Conditions, Clause #53 Term of License. Is this an oversight?

A. No

Q. I ask that the Commonwealth rethink Clause #42, "Commencement of Acceptance Testing".

A. The Commonwealth appreciates the vendor's stance and suggestions. However, at this time the solicitation requirements have not changed, nor has the resulting solicitation.

Q. In Section 4.9, Web Site, is there a typo?

A. Yes. The correct word is "non-contract".

Q. You may not bid one brand for both categories within a single proposal. Can you submit a single brand for both categories if you submit two separate proposals?

A. Yes.